

**AGREEMENT BETWEEN
CITY OF EVERETT AND SNOHOMISH COUNTY SUPERIOR COURT
FOR JURY MANAGEMENT SERVICES**

This agreement (the "Agreement") is made by and between the City of Everett (Everett), a municipal corporation of the State of Washington, and Snohomish County Superior Court (Superior Court), a State of Washington Superior Court in and for Snohomish County.

WHEREAS, the Municipal Court of Everett (Municipal Court) is a court of limited jurisdiction established and operated by Everett pursuant to chapter 3.50 RCW; and

WHEREAS, Snohomish County Superior Court is a Superior Court of the State of Washington in and for Snohomish County; and

WHEREAS, RCW 2.36.050 provides that juries in courts of limited jurisdiction shall be selected and impaneled in the same manner as in the superior courts; and

WHEREAS, RCW 2.36.052 provides that jury management activities may be performed by a superior court on behalf of a court of limited jurisdiction pursuant to an agreement between the judges of each court; and

WHEREAS, the Superior Court, through the Superior Court Administrator (Administrator), provides jury panels for the Municipal Court pursuant to a 2009 agreement which has expired; and

WHEREAS, the judges of the Superior Court and the judges of the Municipal Court agree that jury management services can and should continue to be provided by the Superior Court under the updated terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained below, the parties agree as follows:

1. Jury panels provided

The Administrator or Administrator's designee (collectively "the Administrator") shall provide to the Municipal Court, so often as the Municipal Court requests, a panel of up to thirteen (13) potential jurors per day from which Everett may select persons to serve on its petit juries. The Administrator and the Municipal Court Clerk's Office shall comply with all statutes, policies and rules applicable to superior court juries in providing potential jurors to the Municipal Court. Everett shall be solely responsible for defending against any legal action challenging the process by which its jurors are selected, although Superior Court shall cooperate with Everett and may, in its sole discretion, elect to intervene and participate in such proceedings.

2. Payment by Everett

Everett shall pay the Superior Court one-hundred dollars (\$100) per juror per day for each day, or portion of a day, a jury panel or portion thereof, reports for duty or serves upon a Municipal Court case. The Administrator shall bill Everett monthly for amounts due under this Agreement. Everett shall pay such bills within thirty days.

3. Call for panel

The Municipal Court shall notify the Administrator of the need for a jury panel no later than 2:30 p.m. on the day before the panel is needed. This notice may be provided by telephone to the Jury Coordinator at 425-388-3397 or the Court Administrator's Office at 425-388-3421 or by sending an email to SSC-SCJudicialCoordinators@snoco.org. Notice by telephone shall be by real-time voice communication with authorized court personnel at the above telephone numbers; notice may not be provided and is not effective if communicated by voicemail or other recorded message. The Superior Court shall promptly notify

the Municipal Court in writing of any change in the above telephone numbers or email address.

4. Cancellation

The Municipal Court may cancel requested jury service by providing notice in the manner specified in Section 3 no later than 4:00 p.m. on the day before the day on which the jury was to be provided. Everett shall pay the Superior Court the full amount specified in Section 2 for all juries requested and not timely cancelled.

5. Payment to jurors

Snohomish County shall pay the following to jurors and prospective jurors provided to Everett under this agreement:

a. Compensation shall be paid to jurors in the amount of ten dollars per day, or a different amount if that amount is established by the legislative authorities of both Everett and Snohomish County in legislative enactments that each specify the new amount to be paid and that identify the same date on which the new payments are to begin, as authorized by RCW 2.36.150 and RCW 3.50.135.

b. Mileage shall be reimbursed at the rate established by the Director of Financial Management pursuant to RCW 2.36.150 and RCW 43.03.060.

c. The Superior Court shall have no responsibility for lodging, feeding, escorting, or sequestering potential Everett jurors after they have left the Jury Assembly Room in the Snohomish County Courthouse in the custody of the Municipal Court's agent.

6. Extraordinary Circumstances

Section 1 of this Agreement notwithstanding, in extraordinary circumstances the Administrator may, without penalty, decline to provide potential jurors to Everett under this Agreement. In such circumstances the Administrator will so notify the Municipal Court no later than 4:00 p.m. the day prior to the day for which a panel has been requested and will continue to make a

good faith effort to meet the Municipal Court's request if spare jurors become available.

7. Notice

Except as permitted in Section 3, all notices under this Agreement must be in writing, directed respectively to: Superior Court Administrator, 3000 Rockefeller Avenue M/S 502, Everett, Washington, or Everett Municipal Court Administrator, 3028 Wetmore, Everett, Washington. Notices are deemed given when mailed, postage paid, by first class U.S. mail.

8. Effective date; duration

This agreement shall take effect July 15, 2017, and shall remain in effect through December 31, 2022, unless terminated as provided in Section 9.

9. Termination

Either party may terminate this Agreement by providing written notice at least 60 days in advance of the date the Agreement is to terminate. This Agreement shall terminate immediately if the juror compensation determined by the legislative authority of Everett under RCW 3.50.135 differs from the juror compensation for petit jurors then in effect as determined by the legislative authority of Snohomish County under RCW 2.36.150.

10. No third party rights

This Agreement does not create any enforceable rights in any third parties, or any causes of action by third parties against the parties to this Agreement.

11. Modification

This Agreement may be modified only by written agreement of both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers and representatives as of the day indicated below.

Snohomish County Superior Court

Marilyn Finsen

DATE: 8-3-17

By: Marilyn Finsen, Superior Court Administrator
Snohomish County Superior Court

City of Everett

Ray Stephanson

DATE: 7/13/2017

By: Ray Stephanson
Mayor

Attest: Charon Jull
City Clerk

Approved as to form: [Signature]
City Attorney

Agreement

Agreement between City of Everett and Snohomish County Superior Court for Jury Management Services

X

FOR AGENDA OF

July 5, 2017

Council President

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Amount Budgeted	-0-	
Expenditure Required	Included in indigent defense budget	Account Number(s): 003-5250000494
Budget Remaining	-0-	
Additional Required	-0-	

The City contracts with Snohomish County Superior Court for jury management services whereby the Superior Court assembles and provides juries to Everett Municipal Court. The existing contract has expired. The attached contract provides for jury management services through 2022 under the same terms and at the same cost as the previous contract. The City pays \$100 per juror. A typical jury pool (from which six are selected to serve) is 13 jurors, i.e., \$1300 per trial.

Authorize the Mayor to sign the Agreement between City of Everett and Snohomish County Superior Court for Jury Management Services.

Council approved
on 7/15/2017 sz